500 MARKET PLACE TOWER, 2025 FIRST AVENUE, SEATTLE, WASHINGTON 98121 (206) 728-0744

June 11, 1991

Mr. Bob Strong Alaska Marine Lines 18000 Pacific Highway South #800 Seattle WA 98188

> Services Agreement Quarterly Ground-Water Monitoring Alaska Marine Lines Seattle, Washington

Dear Mr. Strong:

As you verbally authorized on May 7, 1991, Dames & Moore will provide quarterly ground-water monitoring services for Alaska Marine Lines at two Seattle facilities located at 7100 2nd Avenue SW and 5615 West Marginal Way. The work will consist of the activities recommended in previous reports and as further described in our letter dated March 4, 1991.

## Scope of Work

Dames & Moore will provide the following services:

- Ground-water samples will be collected from both sites on a quarterly basis for one year. Samples will be collected from all site monitoring wells and analyzed for total petroleum hydrocarbons (TPH) by modified EPA Method 8015 and benzene, toluene, ethylbenzene, and xylene (BTEX) by EPA Method 8020. Sample blanks and rinsate samples will be collected and analyzed for BTEX with each sampling event. All site activities will be performed in accordance with the field procedures described in the Report of Soil and Ground-Water Assessment, 7100 Second Avenue Southwest, Seattle, Washington, prepared by Dames & Moore.
- Ground-water elevation data will be collected from all site wells on a quarterly basis in conjunction with the quarterly ground-water sampling program. Ground-water contour maps will be generated for each monitoring period.
- At the 2nd Avenue site only, permeability tests will be performed in the wells to determine hydraulic conductivities, and water elevations will be monitored in selected wells for a 24-hour period to evaluate tidal influences on site ground-water flow.
- After one year of quarterly ground-water sampling and monitoring, the data will be compiled and reviewed. The data will be used to evaluate potential risks to the

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environment and human health that may be associated with existing site conditions. Based on the results of the data review, the need for remedial actions will be evaluated.

#### **Estimated Cost**

The total estimated cost for the work described above is approximately \$52,000. Tables 1 and 2 provide additional explanations for the work at each site. Because the exact level of effort that will be required for this work cannot be estimated at this time, we will provide our services on a time and materials basis.

#### **Estimated Schedule**

Samples will be collected in June, September, and December 1991 and March 1992. The final report will be prepared by May 1992.

### Terms and Conditions

Our work will be performed in accordance with our Schedule of Charges and the General Conditions with Alaska Marine Lines dated July 11, 1990, which are attached and form part of this Services Agreement.

Please complete the attached authorization statement to indicate your approval for this project. One copy of this Agreement is provided for your files. This Agreement and its attachments will constitute the contractual agreement between Alaska Marine Lines and Dames & Moore for the services outlined above.

We appreciate this opportunity to continue our services for Alaska Marine Lines. We look forward to working with you on this project.

Sincerely,

DAMES & MOORE

Susan C. Kent Project Manager

Attachments:

Schedule of Charges with Appendix General Conditions - July 11, 1990

SCK/LYNDEN/L2.AML

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# **AUTHORIZATION**

The scope of services and contractual conditions as described in this Services Agreement are acceptable and Dames & Moore is authorized to proceed.

Ву			
	Signature*	Printed	
T'			
For	Company*	Date	

<sup>\*</sup> Individual with authority and company responsible for payment of Dames & Moore services.

TABLE 1
STIMATED COST
QUARTERLY GROUND-WATER SAMPLING & MONITORING
7100 SECOND AVENUE SW
ALASKA MARINE LINES

			UNIT		LABOR						TOTAL LINE	TOTAL QURTLY TASK	TOTAL ANNUAL TASK
TASK	ACTIVITY	UNIT	COST	UNITS	COST	EQUIP.	SUB	LAB	MISC	15%	COST	COST	COST
QUART	ERLY GROUND-	WATER	SAMP	LING & N	ONITOR	ING							
	Field Personnel	hr	\$50	16	\$800					<b>\$</b> O	\$800		
	Transportation	da	\$50	1	\$50					<b>\$</b> 0	\$50		
	Equipment	da	\$100	1		\$100				<b>\$0</b>	\$100		
	Laboratory									\$0	\$0		
	TPH	<b>ea</b>	\$125	7				\$875		\$131	\$1,006		
	BTEX	<b>ea</b>	\$125	9				\$1,125		\$169	\$1,294		
	Misc	ea	\$100	1					\$100	\$15	\$115	\$3,365	\$13,460
QUART	ERLY DATA CO	MPILA1	TION										
	Data input	hr	\$45	8	\$360					\$0	\$360		
	Contour Maps	hr	\$55	4	\$220					\$0	\$220		
	Graphics	hr	\$45	4	\$180					\$0	\$180		
	Computer	hr	\$10	8		\$80				\$O	\$80	\$840	\$3,360
AQUIFE	R TESTING												
	Field Personnel	hr	\$50	50	\$2,500					\$0	\$2,500		
	Transportation	da	\$50	3	\$150					\$0	\$150		
	Equipment	ea	\$700	1					\$700	\$105	\$805		
	Computer	hr	\$10	16		\$160				\$0	\$160	\$3,615	\$3,615
RISK A	SSESSMENT												
	ABC	hr	\$90	24	\$2,160					\$0	\$2,160		
	SCK	hr	\$90	24	\$2,160					\$0	\$2,160		
	RWE	hr	\$115	4	\$460					\$0	\$460		
	Computers	hr	\$10	24		\$240				\$0	\$240	\$5,020	\$5,020
FINAL I	REPORT												
	SCK	hr	\$90	32	\$2,880					\$0	\$2,880		
	ABC	hr	\$90	8	\$720					\$0	\$720		
	RE	hr	\$120	4	\$480					\$0	\$480		
	Computer	hr	\$10	24		\$240				\$0	\$240		
	WP	hr	\$45	8	\$360					\$0	\$360		
	Graphics	hr	\$45	8	\$360					\$0	\$360		
	Miscellaneous	ea	\$500	1	•				\$500	\$75	\$575	\$5,615	\$5,615
SUBTO	TAL										\$18,455	\$18,455	\$31,070
CJCC (	0.025%)											,	\$777
TOTAL	· · · · ·												\$31,847

LYNDEN/COST1,XLS

TABLE 2
ESTIMATED COST
QUARTERLY GROUND-WATER SAMPLING & MONITORING
5615 WEST MARGINAL WAY
ALASKA MARINE LINES

			UNIT	NO. OF	LABOR	D&M				***************************************	TOTAL LINE	TOTAL QURTLY TASK	TOTAL ANNUAL TASK
TASK	CACTIVITY	UNIT	COST	UNITS	COST	EQUIP.	SUB	LAB	MISC	15%	COST	COST	COST
OUAR	ITERLY GROUND	.WATE	R SAM	PI ING & I	MONITORI	NG							
<u> </u>	Field Personnel	hr	\$50	16	\$800					\$0	\$800		
	Transportation	da	\$50	1	\$50					\$0	\$50		
	Equipment	da	\$100	i		\$100				\$0	\$100		
	Laboratory									\$0	\$0		
	TPH	ea	\$125	5				\$625		\$94	\$719		
	BTEX	ea	\$125	7				\$875		\$131	\$1,006		
	Misc	88	\$100	1					\$100	\$15	\$115	\$2,790	\$11,160
QUAR	TERLY DATA CO	OMPILA	ATION										
	Data Input	hr	\$45	8	\$360					\$0	\$360		
	Contour Maps	hr	\$55	4	\$220					\$0	\$220		
	Graphics	hr	\$45	4	\$180					\$0	\$180		
	Computer	hr	\$10	8		\$80				\$0	\$80	\$840	\$3,360
FINΔI	. REPORT												
	SCK	hr	\$90	32	\$2,880					\$0	\$2,880		
	RWE	hr	\$120	4	\$480					\$0	\$480		
	Computer	hr	\$10	24		\$240				\$0	\$240		
	WP	hr	\$45	8	\$360	,				\$0	\$360		
	Graphics	hr	\$45	8	\$360					\$0	\$360		
	Miscellaneous	ea	\$500	1					\$500	\$75	\$575	\$4,895	\$4,895
SUBT	OTAL				\$5,690	\$420	\$0	\$1,500	\$600	\$315	\$8,525	\$8,525	\$19,415
CJCC TOTA	(0.025%) L											•	\$485 \$19,900

LYNDEN/COST2.XLS



# SCHEDULE OF CHARGES UNITED STATES

The compensation to Dames & Moore for our professional services is based upon and measured by the following elements, which are computed as set forth below.

#### 1.0 PERSONNEL CHARGES

- 1.1 Charges for employees are computed by multiplying the total direct salary cost of our personnel (expressed as an hourly rate) by a factor of 2.5. The total direct salary cost shall be a sum equal to the direct payroll cost (computed by dividing the annual payroll cost by 1,940 hours) plus 40 percent of same to cover payroll taxes, insurance incident to employment, sick leave and other employee benefits. The time of a partner or retained consultant devoted to the project is charged at an assigned billing rate.
- 1.2 The 40 percent employee benefit factor is used for work performed by personnel assigned to offices in the United States. For work performed by personnel in our offices in other countries, it will vary depending on the employee benefits paid in the particular location.
- 1.3 When outside the United States, employees' and partners' total direct salary cost will be increased by the premium customarily paid by other organizations for work at that location.
- 1.4 Time spent in either local or inter-city travel, when travel is in the interest of the work, will be charged for in accordance with the foregoing schedule; when traveling by public carrier, a maximum charge of eight hours per day will be made.

#### 2.0 EQUIPMENT CHARGES

- 2.1 Computer control of project costs will be billed at a rate of \$1.25 per each \$50 of job charges or fraction thereof.
- 2.2 Other Dames & Moore equipment, if used, will be billed at the rates noted in the Appendix.

#### 3.0 OTHER SERVICES AND SUPPLIES

- 3.1 Charges for services, equipment and facilities not furnished directly by Dames & Moore, and any unusual items of expense not customarily incurred in our normal operations, are computed as follows:
  - 3.1.1 Cost plus 10 percent includes shipping charges, subsistence, transportation, printing and reproduction, long distance communication, miscellaneous supplies and rentals.
  - 3.1.2 Cost plus 15 percent includes surveying services, land drilling equipment, construction equipment, testing laboratories, contract labor.
  - 3.1.3 Cost plus 25 percent includes aircraft, watercraft, helicopter and marine drilling equipment and operation.

# SCHEDULE OF CHARGES - APPENDIX



# **EQUIPMENT**

AUTOMOTIVE  Valida and hour (maximum of 8 hours per day)	M 82
Vehicle, per hour (maximum of 8 hours per day)	\$0.40
villeuge, per fille	
SOIL	
Soil sampling and compaction control equipment, per shift hour	\$5.00
Soil sample rings and containers, per sample	\$5.00
Nuclear density gauge, per day (minimum 1/2 day)	
LABORATORY Soil Testing Equipment - per employee, per hour Dynamic Testing Equipment will be quoted as required	.\$10.00
REPORT PREPARATION	
Word Processing Equipment, per hour	
In-house Report Production, per sheet	\$0.10
Facsimile (out-going only, per page)	
Local call	\$0.75
Long distance call	\$1.50

# **ENGINEERING COMPUTER SERVICES**

The use of Dames & Moore's in-house computer facilities will be charged in accordance with the "Engineering Computer Applications Billing Schedule." Computer time and other services performed by outside vendors will be charged at cost plus 15%. Terminals, plotters, forms, and computer supplies will be charged at cost plus 15%.

# **FIELD**

Because of the varied nature of equipment, location and use, these rates will be quoted as required.

## **GENERAL CONDITIONS**

July 11,1990

#### 1.0 BILLING

- 1.1 Invoices will be issued every four weeks, payable upon receipt, unless otherwise agreed.
- 1.2 Interest of 1 1/2% per month (but not exceeding the maximum rate allowable by law) will be payable on any amounts not paid within 30 days, payment thereafter to be applied first to accrued interest and then to the principal unpaid amount. Any attorney's fees or other cost incurred in collecting any delinquent amount shall be paid by the Client.

#### 2.0 WARRANTY AND LIABILITY

- 2.1 Dames & Moore warrants that its services are performed, within the limits prescribed by its Clients, with the usual thoroughness and competence of the consulting profession, in accordance with the attached standard for professional services. No other warranty or representation, either expressed or implied, is included or intended in its proposals, contracts, or reports.
- 2.2 Dames & Moore's liability shall be limited to injury or loss caused by negligence or willful misconduct of Dames & Moore, its subcontractors, and/or agents hereunder. Dames & Moore has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at the site.
- 2.3 Dames & Moore's liability for injury or loss arising from (1) professional errors or omissions and/or (2) radiation, nuclear reaction, or radioactive substances or conditions; and/or (3) any other toxic irritant, pollutant, or waste gases, liquids, or solid materials shall not exceed \$100,000 in the aggregate except for injury or loss caused by the sole negligence or willful misconduct of Dames & Moore, its agents, or subcontractors.
- 2.4 Dames & Moore's liability for injury or loss arising from comprehensive general and automobile liability shall not exceed \$500,000 in the aggregate.
- 2.5 Increased liability limits may be negotiated upon Client's written request, prior to commencement of services, and agreement to pay an additional fee.
- 2.6 The Client agrees to defend, indemnify, and hold Dames & Moore harmless from any claim, liability, or defense cost in excess of limits determined in paragraphs 2.3 and 2.4 above for injury or loss sustained by any party from exposures allegedly caused by Dames & Moore's performance of services hereunder, except for injury or loss caused by the sole negligence or willful misconduct of Dames & Moore, its agents or subcontractors.
- 2.7 In the event the Client makes a claim against Dames & More, at law or otherwise, for any alleged error, omission or other act arising out of the performance of its professional services, and to the extent the Client fails to prove such claim, then the Client shall pay all costs, including attorney's fees, incurred by Dames & Moore in defending itself against the claim.

# DAMES & MOORE STATEMENT OF PROFESSIONAL STANDARDS

- Dames & Moore warrants that its services are performed, within the limits prescribed by its Clients, with the usual thoroughness and competence of the consulting profession, in accordance with the standard for professional services at the time the services are performed.
- Dames & Moore will provide a person or persons having adequate technical training and proficiency for the scope of the assigned work.
- Dames & Moore will exercise due professional care in the performance of assigned work and the preparation of reports.
- Dames & Moore will provide adequate supervision for assistant staff members.
- Dames & Moore will provide adequate internal controls for the review of work products.